

*By agreeing to our terms and conditions, you must obey the following things for*

## **1) Payments**

- We do not store your card details at any step or scenario. We abide by Californian laws of privacy. We only have a Short Code ID generated by Stripe (read below for more details about Stripe), and from that, we charge you recurring payments if you have a subscription with us.
- Our Payment processor, Stripe, is a world-leading 3D secure 256-bit SSL-encrypted payment processing gateway used by millions of American & European businesses. So you don't Have to worry about any Loss of your credit/debit card data.
- For one-time cleaning, we charge you the same time as you leave the checkout phase.
- For Weekly, Bi-weekly, Tri-weekly, or monthly Cleaning, we will charge you the same day you have your cleaning booked or 24 hours before cleaning. It helps us to schedule & dispatch your cleaners on time and prevent delays.
- When you select weekly, bi-weekly, tri-weekly, or monthly (how often a section of our online booking form/subscription), our payment processor will charge your debit/credit card 24 hours (same day of your cleaning) before your scheduled cleaning, as mentioned above. If you want to stop these recurring automatic payments and cancel your subscription, please get in touch with us at [billing@vidacleaners.com](mailto:billing@vidacleaners.com). We will cancel your account right away with some cancellation fees.
- While booking with us, your bank may charge a slight 2.9% + 30 cents fee to process the payment above your final booking price. For example, if your booking price is \$149, the total charges at your bank's end will be \$153.62. This additional fee is at the bank's back, and we don't have any connection with the payment processor. You can visit this [link](#) for more details if you want.

## **2) Cancellations**

- If you cancel a six-month subscription, we will charge back the discount received during the subscription period and terminate the service immediately.
- For weekly subscriptions, we will charge the amount equal to the discount provided for the subsequent two cleanings upon cancellation.
- For cancellations of bi-weekly(every two weeks), Tri-weekly (every three weeks), and monthly subscriptions, we will charge the discount amount of your next scheduled cleaning.
- Cancellations within 24 hours of your scheduled cleaning will incur a 10% charge of the billed amount.
- Cancellations within 12 hours of the scheduled time will incur a 25% fee, and those within 6 hours will incur a 40% fee.

- You can reschedule your cleaning free of charge by notifying us at least 24 hours before your booked time.
- Please reschedule 24 hours in advance to avoid the exact charges as a cancellation.
- If you have any queries about cancellations, please email us at [help@vidacleaners.com](mailto:help@vidacleaners.com)

## **Furthermore**

If you book a cleaning with Vida Cleaners Referral Agency LLC, you agree to our following Terms of Service. Vida Cleaners Referral Agency LLC is a house cleaning referral agency. The Service Providers we refer to are domestic workers. Vida Cleaners Referral Agency LLC takes pride in referring reliable, experienced, hard-working Service Providers. Please check this page; these terms may be updated without us notifying you. If you have any questions regarding these terms, please email or WhatsApp us, and we will be happy to explain them in further detail. Service Providers are free from Vida Cleaners Referral Agency LLC's direction and control under the contract for the performance of the work and that Service Providers perform work outside of the Vida Cleaners Referral Agency LLC. Service Providers are customarily engaged in the independently established occupation of housekeeping.

**Referral Service:** All independent cleaners undergo a thorough interview process before being referred to Clients.

**Parking:** Please provide parking convenience for Service Providers. An appointment will be considered "canceled," and you may be charged the full cleaning price if Service Providers have to leave due to parking inconvenience after arriving at your address.

**Arriving window:** There is a 1-2 hour arrival window for the Service Providers. We cannot guarantee exact arrival times based on many factors, such as traffic, finding new homes, finding parking, bringing in equipment, and navigating from one home to another. The Service Providers try their best to arrive towards the beginning of the arrival window. If they need an arrival adjustment, we will notify the customer.

**Lock Out or No-Show:** The Client is responsible for ensuring access for cleaning. If the Client is not available or other access arrangements have not been made, and the Housekeeper is unable to enter, you may be charged the full cleaning price.

**Housekeeper Performance:** All first-time customers will be informed to have an initial and final walk-through on their first appointment. This is to ensure a satisfactory service. If the walk-through has been excused for any reason, the Agency will not issue any refund or free touchup. The agency must be contacted within 48 hours after completion of the service if the Client is not entirely satisfied with the housekeeping work that was performed. We can then alert the Housekeeper of your concerns to arrange their return to the subject property within a reasonable date of your original cleaning, at no additional charge, to re-clean the areas that had not been finished to your satisfaction. If the Agency is contacted more than 48 hours after completion of the service, all additional housekeeping services will be subject to standard charges on a case-by-case basis.

**Direct Hiring Prohibited:** Client agrees not to directly engage the services of any referred Housekeeper during the term of this Agreement and for six (6) months after termination of services without informing Agency of the scheduled services. Should services commence or additional services be provided without informing the Agency, the Client agrees to pay the Agency \$1,000 as a finder's fee.

**Performance of Services:** The Housekeeper represents that they possess the qualifications, ability, and experience to perform all services requested by and rendered to the Client without the advice, control, or supervision of the Agency. The Housekeeper shall be solely responsible for a satisfactory performance of services rendered to the Client. In the event Client communicates a complaint regarding the quality of services rendered or work performed, breakage, theft, or any other problem occurring while the Housekeeper caused service, it is the sole responsibility of the Housekeeper to resolve the issue directly with Client. Suppose the Agency receives any such complaints or concerns. In that case, the Agency agrees to promptly inform the Housekeepers so they may resolve the matter directly with the Client. Agency shall not be liable, and Client agrees to indemnify Agency from and against any claims, losses, costs, fees, liabilities, damages, or other injuries arising from the Housekeeper's actions or unsatisfactory performance.

**Independent Domestic Worker:** The agency is not the domestic worker's employer referred to the Client. Client acknowledges that they may have employer responsibilities depending upon the nature of the professional relationship established with the referred Housekeeper and, thus, may be liable for payment of State and Federal employment taxes incurred during and throughout the engagement. In addition, Client acknowledges that Agency shall not be liable, and Client agrees to indemnify Agency from and against any claims, losses, costs, fees, liabilities, damages, or injuries arising from Client's failure to pay any such taxes.

**Acceptance of Terms:** Client understands and agrees that Client's engagement or utilization of the services of a Housekeeper referred by Agency will constitute Client's acceptance of the terms

and conditions of this Agreement even if Client does not return this executed Agreement to Agency.

**Termination:** The Client reserves the right to replace or terminate the Housekeeper for any reason.

**Attorney's Fees:** The Client agrees to pay all reasonable costs, including, but not limited to, attorney's fees incurred by the Agency to enforce any provision in this Agreement.

**Governing Law/Jurisdiction:** This Agreement shall be governed by and construed by the laws of The State of California. Any action or proceeding commenced regarding this Agreement or the subjects herein shall be brought in San Diego, California.

**Consent for Use of Electronic Signatures:** This Agreement may be executed by original, facsimile, and electronic signatures, each of which, when affixed, shall be deemed to be an original that is enforceable against the executing party.

Vida Cleaners Referral Agency LLC is not the employer of the domestic worker it referred to you. The domestic worker may be your employee or an independent contractor, depending on your relationship with them. Suppose you direct and control the manner and means by which the domestic worker performs their work. In that case, you may have employer responsibilities, including employment taxes and workers' compensation, under state and federal law. Contact your local Employment Development Department and the Internal Revenue Service for additional information.

***This policy is last updated on 15-Nov-2023***